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ATOMIC ENERGY

Technical Information Exchange and Cooperation in Nuclear Safety Matters

Arrangement Between the
UNITED STATES OF AMERICA
and SWEDEN

Atomic power
181 fz

Signed at Washington October 30, 1979

Nuc. fac. safety reg fz

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SWEDEN

Atomic Energy: Technical Information Exchange and Cooperation in Nuclear Safety Matters

Arrangement signed at Washington October 30, 1979;
Entered into force October 30, 1979.

ARRANGEMENT BETWEEN THE UNITED STATES NUCLEAR REGULATORY COMMISSION (U.S.N.R.C.) AND THE SWEDISH NUCLEAR POWER INSPECTORATE (S.K.I.) FOR THE EXCHANGE OF TECHNICAL INFORMATION AND COOPERATION IN NUCLEAR SAFETY MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Swedish Nuclear Power Inspectorate (hereinafter called the S.K.I.);

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety and environmental impact of nuclear facilities;

Having similarly cooperated under the terms of a five-year Arrangement for the exchange of technical information in regulatory matters and cooperation in development of safety standards, originally signed on December 6, 1974,[1] between the United States Atomic Energy Commission and the Swedish Nuclear Power Inspectorate (S.K.I.), but continued after January 19, 1975, as between the U.S.N.R.C. and the S.K.I., such Arrangement including provision for its extension as mutually agreed upon by the parties;

Having indicated their mutual desire to continue the cooperation established under the aforementioned Arrangement;

Have agreed as follows:

[1] TIAS 8340; 27 UST 2692.

I. SCOPE OF THE ARRANGEMENT

I.1 Technical Information Exchange

To the extent that the U.S.N.R.C. and the S.K.I. are permitted to do so under the laws and regulations of their respective countries, the parties agree to exchange the following types of technical information relating to the regulation of safety and environmental impact of designated nuclear energy facilities:

a. Topical reports concerning technical safety and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory decisions and policies.

b. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.

c. Detailed documents describing the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the S.K.I. as similar to certain facilities being built or planned in Sweden and equivalent documents on such Swedish facilities.

d. Information in the field of reactor safety research that requires early attention in the interest of public safety, along with an indication of significant implications.

e. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.

f. Regulatory procedures for the safety, safeguards (materials accountancy and control and physical protection), and environmental impact evaluation of nuclear facilities.

g. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the parties.

h. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the parties.

II. ADMINISTRATION

II.1 The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange of information, to recommend revisions to the provisions of the Arrangement, and to discuss topics within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the administrators.

II.2 An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange providing access to equivalent available information from both sides is achieved and maintained.

II.3 The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract in English, 250 words or less, describing its scope and content.

II.4 The application or use of any information exchanged or transferred between the parties under this Arrangement

shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.

II.5 Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

II.6 Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its laws, regulations, and policy directives. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the parties agree to consult before any action is taken.

II.7 Information exchanged under this Arrangement shall be subject to the patent provisions in the Addendum of this document.

III. EXCHANGE AND USE OF INFORMATION

III.1 General

The parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject both to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder, and to the provisions of the Patent Addendum.

III.2 Definitions (As used in Article III)

a. The term "information" means nuclear energy-related regulatory, safety, safeguards, scientific, or technical data, including information on results or methods of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.

b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.

c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

III.3 Marking Procedures for Documentary Proprietary Information

A party receiving documentary proprietary information pursuant to this Arrangement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

"This document contains proprietary information furnished in confidence under an Arrangement dated _____ between the United States Nuclear Regulatory Commission and the Swedish Nuclear Power Inspectorate and shall not be disseminated outside these organizations, their consultants, contractors, and licensees, and concerned departments and agencies of the Government of the United States and the Government of Sweden without the prior approval of (name of submitting party). This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

III.4 Dissemination of Documentary Proprietary Information

a. Proprietary information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.

b. In addition, proprietary information may be disseminated without prior consent

(1) to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's nation, for use only within the scope of work of their contracts with the receiving party in work relating to the subject matter of the proprietary information; and

(2) to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary information is used only within the terms of the permit or license; and

(3) to contractors of organizations identified in III.4b. (2), above, for use only in work within the scope of the permit or license granted to such organizations,

Provided that any dissemination of proprietary information under (1), (2), and (3), above, shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

c. With the prior written consent of the party furnishing proprietary information under this Arrangement, the

receiving party may disseminate such proprietary information more widely than otherwise permitted in subsections a. and b. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its national policies, regulations, and laws.

III.5 Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A party receiving under this Arrangement other confidential or privileged information shall respect its confidential nature, provided such information is clearly marked so as to indicate its confidential or privileged nature and is accompanied by a statement indicating

a. that the information is protected from public disclosure by the Government of the transmitting party; and

b. that the information is submitted under the condition that it be maintained in confidence.

III.6 Dissemination of Other Confidential or Privileged Information of a Documentary Nature

Other confidential or privileged information may be disseminated in the same manner as that set forth in paragraph III.4, Dissemination of Documentary Proprietary Information.

III.7 Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or privileged information provided in seminars and other meetings arranged under this Arrangement, or information arising from the attachments of staff, use of facilities, or joint projects, shall be treated by the parties according to the principles specified for documentary information in this Arrangement; provided, however, that the party communicating such proprietary or other confidential or privileged information has placed the recipient on notice as to the character of the information communicated.

III.8 Consultation

If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this Arrangement, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

III.9 Other

Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

IV. FINAL PROVISIONS

IV.1 This Arrangement shall enter into force upon signature and, subject to paragraph IV.2 of this Article, shall remain in force for five years unless extended for a further period of time by agreement of the parties.

IV.2 Either party may withdraw from the present Arrangement after providing the other party written notice 90 days prior to its intended date of withdrawal.

Signed in Washington, D. C., on the 30th day of October 1979.

Lars Nordstrom

Signed: _____

On behalf of
The Swedish Nuclear Power
Inspectorate

J. M. Hendrie

_____

On behalf of
The United States Nuclear
Regulatory Commission

Addendum

Patent Addendum for U.S.N.R.C. - S.K.I. Arrangement

1. Definitions

When used in this Addendum, unless the context otherwise indicates

i. The term "personnel" means: (a) the employees of a party to this Arrangement and (b) the employees of a contractor of a party to this Arrangement.

ii. The term "inventing party" means the party of this Arrangement whose personnel have made or conceived an invention or discovery during the course of or under the activities covered by the terms of this Arrangement.

2. Reporting and Allocation of Rights

i. Except as otherwise provided in paragraph ii hereinafter, if an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement, or if such invention was made or conceived as a direct result of information acquired by such personnel from the other party, then the inventing party:

(a) agrees to promptly disclose such invention or discovery to the other party;

(b) agrees to transfer and assign to the other party, all right, title, and interest in and to such invention or discovery in the country of the other party subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use and sell such invention or discovery in such other country; and

(c) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party and in third countries but shall grant to the other party, upon request of the other party, a non-exclusive, irrevocable, royalty-free license to make, use and sell such invention or discovery in such country of the inventing party and in such third countries.

ii. In the event an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement and such invention was made or conceived while such personnel were assigned to the other party, the inventing party:

(a) agrees to promptly disclose such invention or discovery to the other party;

(b) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party;

(c) shall grant to the other party, upon request of the other party, a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in the country of the inventing party; and

(d) agrees to transfer and assign to the other party all right, title, and interest in and to such invention or discovery in the country of the other party and in third countries subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such other country and in such third countries.

iii. As employed in this Arrangement, a license to a party to make, use, and sell an invention or discovery shall include the right to have others make, use, and sell such invention or discovery on behalf of such licensed party.

3. Claims for Compensation

Each party agrees to waive, and does hereby waive, any and all claims against the other party for compensation, royalty or award as regards any invention, discovery, patent application or patent made or conceived in the course of or under this Arrangement, and agrees to release, and does hereby release, the other party with respect to any and all such claims, including any claims under the provisions of the United States Atomic Energy Act of 1954, as amended.[1]

4. Rights of Employed Inventors

Nothing in this Addendum shall prejudice the rights under national law of employed inventors or of inventors being employees of a contractor of a party to this Arrangement.

[1] 68 Stat. 919; 42 U.S.C. § 2011 *et seq.*

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